

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA**

JERRY LEE FERGUSON, et al.

Plaintiff,

v.

**MARTIN-BROWER COMPANY, L.L.C., and
LIBERTY MUTUAL INSURANCE COMPANY,
UNITED STATES OF AMERICA,**

Defendant.

Case No. CIV 04-874-JHP-SAJ

OPINION AND ORDER

From the parties' deposition designations, the Court has identified the following objections. If these witnesses are unavailable to testify at trial, and the depositions will be used instead, the parties must edit the testimony in accordance with these rulings.

In the **MAROUK** deposition, the objection on page 52 is **OVERRULED**. Strike lines 10-11.

In the **BOXELL** deposition, the objection on page 17 is **SUSTAINED**. Strike lines 1-8. The objection on pages 21-22 is **SUSTAINED**. Strike lines 20:25 through 22:15. The objection on pages 29-30 is **OVERRULED**. Strike line 30:3. The objection on pages 34-35 is **SUSTAINED** in part. Strike lines 34:20 through 35:9. The remaining testimony is admissible. The next objection on page 35 is **SUSTAINED**. Strike lines 10-14. The objection on pages 36-37 is **SUSTAINED**. Strike lines 36:14 through 37:1. The objections on pages 37-39 are **OVERRULED**. The objection on pages 41-43 is **SUSTAINED** in part. Strike lines 41:8 through 43:12, except for the first sentence (*i.e.*, "I believe so."), which sentence is admissible. The objection on pages 44-45 is **SUSTAINED**. Strike lines 44:18 through 45:14.

In the **ALEXANDER** deposition, the objection on page 12 is **OVERRULED**. Strike line 11. The objection on page 19 is **OVERRULED** pursuant to the Court's order on motions in limine (docket number 69) (hereinafter MIL). Parties are instructed to substitute the word "accident" instead of "injury" on line 10. The first objection on page 21 is also **OVERRULED** pursuant to the MIL. The second objection on that page is **OVERRULED**. Strike lines 15-16. The objection on page 23 is **SUSTAINED**. Strike lines 11-16. The objections on pages 26, 28, and 35-42 are **OVERRULED** in part, pursuant to the MIL. As these objections relate to the document marked as Exhibit 2, said objections are deferred until trial. If this witness is unavailable for trial, parties are instructed to edit this portion of the deposition in accordance with the MIL and resubmit the proposed testimony for the Court's review. The objection on page 63 is **OVERRULED**. Strike lines 9-10. The objection on page 85 is also **OVERRULED**. Strike line 3. The first objection on page 89 is **SUSTAINED**. Strike lines

9-14. The second objection on that page is **OVERRULED**. Strike line 18, and insert the word “know” between “don’t” and “whether” on line 19. The objection on page 90 is **OVERRULED**. Strike line 22. The objections on page 92 are **OVERRULED**. Strike lines 8 and 11-12. To the extent that the objections on pages 92-96 and pages 100-101 involve testimony which is the subject of the MIL, the parties are instructed to edit the testimony accordingly and resubmit as necessary. As these objections relate to the documents marked as Exhibits 8 and 11, said objections are deferred until trial. The objection on page 99 is **SUSTAINED**. Strike lines 3-22. The objection “to the form of the question” on pages 101-102 is **MOOT**, as the answer to said question is not designated by either party. The objection on page 106 is **OVERRULED**. Strike lines 11-12. The objection on pages 106-107 is also **OVERRULED**. Strike lines 106:24-25.

In the **FRAMJEE** deposition, the objections on pages 9-10 are **OVERRULED**. Strike lines 10:2-3 and 9-10. The objections on pages 32-33, 37-38, and 71-72 are **OVERRULED**. Where the motor carrier and its insurer are both proper parties, the general rule against references to liability insurance does not apply. *See Blanke v. Alexander*, 152 F.3d 1228, 1230 (10th Cir. 1998). Strike lines 33:4-8, 37:4-12 and 22-25, 38:5-10, 71:19-23, and 72:2-4. The objection on pages 37-38 is **OVERRULED**. Strike lines 37:4-12 and 22-25, and 38:5-10. The objection on page 45 is **SUSTAINED** as unduly prejudicial. Strike lines 13-24. The objection on pages 47-48 is **OVERRULED**. Strike lines 48:1-7. The objections on pages 49-51 are **OVERRULED**. The first objection on page 65 is also **OVERRULED**. Strike lines 8-10. The objection on pages 65-67 is **SUSTAINED** in part. Strike lines 65:19 through 66:17, 66:22-23, and 67:3-16. The remaining testimony is admissible. The objection on page 68 is **OVERRULED**. Strike lines 15-16. The objection on page 69 is **SUSTAINED**. Strike lines 1-20. The objection on page 75 is also **SUSTAINED**. Strike lines 4-11.

ORDERED this 26th day of May 2006.


James H. Payne
United States District Judge
Northern District of Oklahoma